

THE JUDICIARY, STATE OF HAWAII

REQUEST FOR PROPOSALS  
NO. J09132

TO PROVIDE LOTUS NOTES AND TIVOLI BACKUP  
SYSTEM SUPPORT: ADMINISTRATION SUPPORT,  
CONSULTATION, INSTALLATION,  
CONFIGURATION, MAINTENANCE, AND  
TRAINING SERVICES TO  
THE JUDICIARY, STATE OF HAWAII

May 13, 2009

## NOTICE TO OFFERORS

This solicitation is provided to you for information purposes. If interested in responding to this solicitation, you may choose to submit your offer on the downloaded document provided. **You must register** your company by fax or e-mail for this specific solicitation. If you do not register your company, you will not receive addenda, if any, and your offer **may** **be** rejected and not considered for award.

### Registration

Submit FAX or E-MAIL to:      FAX No.:      (808) 538-5802  
E-mail Address:      [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

### Provide the following information:

- |                            |   |                             |
|----------------------------|---|-----------------------------|
| I.    Name of Company      | •    Mailing Address  | •    Name of Contact Person |
| II.   Telephone Number     | •    FAX number   | •    E-mail Address         |
| III.   Solicitation Number | •    Fedex (or equivalent) account number (document will be sent by U.S. Postal Service first class mail if this is not provided) |                             |

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## THE JUDICIARY, STATE OF HAWAII HONOLULU, HAWAII

### REQUEST FOR PROPOSALS NO. J09132

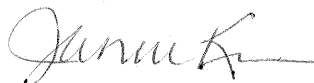
Competitive sealed proposals to provide Lotus Notes and Tivoli Backup System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, and Training Services to The Judiciary, State of Hawaii, will be received at:

The Judiciary, State of Hawaii  
Financial Services Division  
Kauikeaouli Hale (District Court Building)  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813-2807

up to **June 12, 2009, 2:00 P.M. HST.**

Offers received after the date and time specified above or at a location other than the location specified above will not be considered. All proposals must be made on forms obtainable at the aforesaid place or from our web site at <http://www.courts.state.hi.us> under "General Business with the Judiciary" and must be in accordance with the accompanying instructions.

Questions relating to the technical aspects of this Request for Proposal may be directed to Barry Chun of the Judiciary Information Technology and Communications Division at (808) 538-5341, FAX (808) 538-5377, email [barry.chun@courts.state.hi.us](mailto:barry.chun@courts.state.hi.us) ; other questions may be directed to Jonathan Wong in the Contracts & Purchasing Office, at (808) 538-5805, FAX (808) 538-5802, email [jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us).



Janell Kim  
Financial Services Administrator

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### ATTACHMENTS:

GENERAL CONDITIONS  
PROCEDURAL REQUIREMENTS  
PUBLICATION 1, INFORMATION ON TAXES  
TAX CLEARANCE APPLICATION  
CERTIFICATE OF COMPLIANCE  
SAMPLE AGREEMENT

## **SECTION ONE - INTRODUCTION AND BACKGROUND**

### **1.1 INTRODUCTION AND BACKGROUND**

The Judiciary, State of Hawaii invites your company to submit a written proposal to provide Lotus Notes (Version 8.x) and Tivoli Backup System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, and Training Services to the staff of its Information Technology & Communications Division (ITCD).

The Information Technology & Communications Division (ITCD) is the central agency responsible for servicing the information technology needs of the Judiciary, State of Hawaii. The Judiciary has courts on islands of Hawaii, Maui, Lanai, Molokai, Oahu, and Kauai with multiple courts and offices on the majority of them. Supported applications range from basic office automation functions like word processing, e-mail, and electronic spreadsheets, to large, complex case management systems. The computer hardware required to run these applications also falls under the purview of ITCD and is equally diverse with hardware platforms running the gamut from mainframe to mini to microcomputer workstations and servers.

The Administrative Systems Services Branch is responsible for the Lotus Notes collaboration applications which includes the email system and server hardware upon which the applications execute: and responsible for providing an enterprise backup for all applications servers including file and print service servers. The Administrative Systems Services Branch is responsible for the daily operations and the support of the hardware, software and database file systems that this RFP addresses.

### **1.2 SIGNIFICANT DATES**

Advertisement	May 13, 2009
Deadline for Questions	4:30 p.m., May 22, 2009
Response to Written Questions	May 28, 2009
<b>PROPOSALS DUE</b>	<b>2:00 p.m. HST, June 12, 2009</b>
Tentative Notice of Award	<b>June 22, 2009</b>
Tentative Notice to Proceed	<b>July 1, 2009</b>

**END OF SECTION ONE**

## SECTION TWO - SPECIFICATIONS

### 2.1 GENERAL INFORMATION

- 2.1.1 This Request for Proposal (RFP) solicits offers from vendors for providing assistance to ITCD staff on the Lotus Notes collaboration and Tivoli Storage Manager backup infrastructures. This assistance will be in the form of providing consultation, installation, configuration, administration, maintenance and training services for these infrastructures, including, but not limited to, the servers, the system and application software installed on these servers, and the databases installed on these servers.
- 2.1.2 Although the Lotus Notes and Tivoli infrastructure consists of more equipment, the primary focus of this RFP is the support of the following equipment in their roles as Lotus Notes and/or Tivoli Storage Manager infrastructure components:

SERVER	SOFTWARE
1. IBM Blade	Windows 2003 Enterprise
	Domino Lotus Notes 8.x
	Tivoli BAC and TDP
	McAfee AntiVirus scan
2. IBM Blade	Windows 2003 Enterprise
	Domino Lotus Notes 8.x
	Tivoli BAC and TDP
	McAfee AntiVirus scan
3. IBM x345	Windows 2003 Enterprise
	Domino Lotus Notes 8.x
	Tivoli BAC and TDP
	McAfee AntiVirus scan
4. IBM x345	Windows 2003 Enterprise
	Domino Lotus Notes 8.x
5. IBM x345	Windows 2003
	Domino Lotus Notes 6.5.x
	Tivoli BAC and TDP
	BlackBerry Enterprise Server

SERVER	SOFTWARE
6. IBM x345	Windows 2003
	Domino Lotus Notes 6.5.x
	Tivoli BAC andTDP
7. IBM x345	Windows 2003
	Domino Lotus Notes 8.x
	Tivoli BAC and TDP
	QuickPlace
8. IBM x345	Windows 2000 SP4
	Domino Lotus Notes 6.5.x
	Tivoli BAC and TDP
	SameTime
9. IBM x345	Windows 2000 SP4
	Tivoli BAC and TDP
	Portal
10. IBM x345	RedHat Linux
	Tivoli BAC and TDP
	Content Manager
11. IBM x345	Windows 2003
	Tivoli BAC andTDP
	Common Store
12. IBM x345	Windows 2000
	Tivoli Storage Manager
	TSM Manager
13. IBM 3583	Tape Drive
14. IBM N3600 SAN (fiberchannel attached)	Data on Tap
15. IBM z9 Business Class IFL Integrated Facility for Linux	z/VM Linux (Red Hat) Domino Lotus Notes 8.x Tivoli Storage Manager

- 2.1.3 ITCD will appoint a Judiciary Project Lead, also known as the Officer-In-Charge (OIC) per definition in Section 1.16 of the Procedural Requirements. The contractor will take direction from the Judiciary Project Lead or Judiciary Project Lead's designee.
- 2.1.4 The Judiciary's normal business hours are from 7:45 am to 4:30 pm, Hawaii Standard Time, Monday thru Friday, except for State Holidays. The Contractor's work hours shall follow the Judiciary's work hours unless specifically agreed upon by both the Contractor and the Judiciary Project Lead. However, it is expected that server, database and software maintenance will be performed after normal work hours or on weekends and holidays. Maintenance will need to be scheduled and planned. The Contractor will work on-site with ITCD staff to perform the maintenance during these off-shift work hours. The Judiciary Project Lead will approve the maintenance plan and schedule.
- 2.1.5 Normally, the Contractor is expected to work onsite in the ITCD offices for at least 60% of the normal business day. The Contractor will have the latitude to perform consultative studies or research in their own offices. However, if a problem arises, the Contractor will be expected to work onsite with ITCD staff until the problem is resolved.
- 2.1.6 The Contractor will be expected to assist in emergencies. An emergency is an event in which service provided by the Lotus Notes collaboration or Tivoli Backup servers is interrupted or is impaired. These emergencies may occur during off-shift hours. Resolution of these events may take hours and the Contractor will be expected to work continuously with ITCD staff until the event is resolved and service is satisfactorily resumed.

In the event of an emergency, the expected Contractor response time will be as follows:

- a. The Contractor will respond to the initial phone call within 30 minutes of the call.
  - b. ITCD staff will work with the Contractor to resolve the event over the phone.
  - c. If the event cannot be resolved over the phone, the Contractor will be expected to be onsite within 2 hours of the determination that the event cannot be resolved over the phone.
- 2.1.7 The Contractor will be expected to assist ITCD staff in the installation, configuration, administration, maintenance, and monitoring of all equipment that comprise the Lotus Notes collaboration and Tivoli Backup server infrastructure, including equipment that may be added in the future.
- 2.1.8 The Contractor will be expected to work closely with the ITCD staff to ensure the reliability and high availability of the Lotus Notes collaboration and Tivoli Backup server infrastructure. The Contractor will be expected to provide written recommendations for improvements. The Contractor will be expected to work with ITCD staff to implement any improvements which have been approved and scheduled.
- 2.1.9 Since the Contractor will be working on the Lotus Notes collaboration and Tivoli Backup server infrastructure, it is imperative that the Contractor have an intimate working knowledge of the equipment and software that comprise the Lotus Notes collaboration and Tivoli Backup server infrastructure. Any work performed on the Lotus Notes collaboration and Tivoli Backup server infrastructure has to ensure the continued effective and efficient function of the Lotus Notes collaboration and Tivoli Backup applications.

## **2.2 GENERAL REQUIREMENTS**

2.2.1 The Contractor must show all qualifications to provide consultation, installation, configuration, administration, maintenance and monitoring services in all of the following:

- a. IBM hardware and operating system software
- b. Windows 2000 Server, Windows 2003 Server, and Red Hat Linux operating system software
- c. Lotus Notes version 8x and 6x
- d. Tivoli Storage Manager
- e. Tivoli Total Data Protection
- f. Vmware ESX 3.x
- g. IBM z9 Mainframe with IFL enabled and using z/VM

If the contractor expects to fulfill the requirements with multiple staff, the contractor will need to ensure that the work is coordinated and communicated through a Contractor Project Leader.

The Contractor shall provide a complete and comprehensive list of staff that will be supporting this Contract. The Contractor will provide each staff's member specific expertise, level of that expertise, number of years gaining that expertise and when that expertise was gained. This staffing group will be herein referred to as the Contractor Team.

The Contractor Project Leader will be responsible in ensuring that the correct Contractor Team member will be onsite for specific Projects and Tasks.

The Judiciary will reserve the right to request the removal of any Contractor's Team member. The Contractor will immediately replace that team member with another team member of equal or greater specific expertise, with the approval of the Judiciary Project Lead.

2.2.2 The Contractor must have recent (within the last five years) experience on the types of Lotus Notes collaboration and Tivoli Backup server equipment as well as on the types of software installed on those Lotus Notes collaboration and Tivoli Backup servers.

2.2.3 The Contractor must display a high degree of discipline. All work must be documented and logged. Documentation must be detailed and must satisfy the Judiciary Project Lead.

2.2.4 The Contractor must be skilled in both verbal and written communication.

2.2.5 The Contractor will be expected to perform knowledge transfer sessions to select ITCD staff to ensure that they will be able perform the functions listed in this RFP independently. Written documentation will be required as part of the knowledge transfer session.



- 2.2.6 The Contractor will be expected to evaluate system performance and recommend enhancements to improve performance. Recommendations will be in written form and will include findings, conclusions, alternatives, proposals, cost projections, and recommendations.
- 2.2.7 The Contractor will be expected to develop programs and scripts to help effectively and efficiently manage the processes on the servers. These programs and scripts will need to be documented in detail. The Contractor will be expected to explain, in detail, the logic behind these programs and scripts to select ITCD staff.
- 2.2.8 The Contractor will schedule and plan all work. Project plans and schedules will require approval from the ITCD Judiciary Project Lead.

**END OF SECTION TWO**

## **SECTION THREE - SPECIAL PROVISIONS**

### **3.1 SCOPE**

The contract for the Lotus Notes system administration support and Tivoli Backup server system administration support: consultation, installation, configuration, maintenance and training services as specified herein shall be in accordance with these Special Provisions, Specifications, and the General Conditions.

### **3.2 JUDICIARY PROJECT LEAD**

For the purposes of this Contract, Barry Chun, telephone (808) 538-5341, is designated Judiciary Project Lead.

### **3.3 TERM OF CONTRACT**

The tentative term of the contract shall be for the period commencing on July 1, 2009 to June 30, 2010.

Unless terminated, and subject to the availability of funds, the contract may be extended by the Judiciary for four (4) additional twelve- month periods, without re-soliciting, upon mutual agreement in writing at least thirty (30) days prior to expiration.

The Judiciary may terminate the contract at any time upon sixty (60) days prior written notice.

### **3.4 OFFER PREPARATION**

All responses must be typewritten on the offer forms provided and on any additional sheets required to meet the detailed responses as stated in the Specifications and/or Special Provisions and must be in accordance with the terms and conditions stated herein. All costs associated with this offer preparation are the sole responsibility of the Offeror. Any offer stating terms and/or conditions contradictory to those included herein may be rejected without further consideration.

3.4.1. Offer Form, Page OF-1. Offeror is requested to submit its offer using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on OFFER FORM, page OF-2. Failure to do so may delay proper execution of the contract.

3.4.2. Quotation. Prices offered shall be based on delivery of products and services to Judiciary and shall include all applicable costs and taxes including the Hawaii General Excise Tax. If there is a discrepancy in the prices submitted, the unit price submitted will prevail. Further clarification is provided in SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION.

- 3.4.3. Proposal Guaranty. A Proposal Guaranty is NOT required for this Request for Proposal.
- 3.4.4. Hawaii General Excise Tax License. In accordance with Section 103-53.5, Hawaii Revised Statutes, offeror shall submit their current Hawaii General Excise Tax I.D. number in the space provided on the offer form.
- 3.4.5. Tax Liability. Work to be performed under this solicitation is a business activity taxable under Chapter 237, Hawaii Revised Statutes (HRS), and vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4.5% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- 3.4.6. Joint Contractors. Offeror may subcontract portions of this project. Provide names and addresses of Joint Contractors/Subcontractors, of References, and of Local Representatives. Offeror shall be the Primary Contractor and be liable for all work performed under this project.
- 3.4.7. Wage Certification. Offeror shall complete and submit the attached Wage Certificate in the Bid Submission Packet, Section 5.3, by which the offerors certify that the services required will be performed pursuant to Section 103-55, H.R.S. Offerors are advised that Section 103-55, H.R.S., provides that the services to be performed shall be performed by employees paid at wages not less than wages paid to public officers and employees for similar work. Offerors are further advised that in the event of an increase in wage rates to public employees performing similar work during the contract period, the Contractor will be obliged to increase their wage rates accordingly.

The Contractor shall be obliged to notify its employees performing under this contract of the provisions of Section 103-55, H.R.S., and the current wage rate for public employees performing similar work.

<u>Public Employee Wage Rates:</u>	<u>Present:</u>
IT Specialist V (SR-24)	\$24.67/hr.

### 3.5

#### WRITTEN INQUIRIES

Inquiries or questions concerning discrepancies, omissions, non-compliance with any requirement of this RFP, or doubts as to the meaning of specifications, special provisions, general conditions, or evaluation and selection must be communicated in writing by the date indicated in the Significant Dates Section 1.2, to the following address:

The Judiciary, State of Hawaii  
Financial Services Division  
Attn: Jonathan Wong  
1111 Alakea Street, 6th floor  
Honolulu, HI 96813-2807

Fax: (808) 538-5802, or [email:jonathan.h.wong@courts.state.hi.us](mailto:jonathan.h.wong@courts.state.hi.us)

Offeror may provide its express mail service account number or FAX number so that responses may be sent to Offeror with minimum delay. Every effort will be made to ensure that responses are available on a timely basis, however, the Judiciary is not responsible for Offeror's late receipt of responses to written questions due to carrier delays.

### 3.6 SUBMISSION OF OFFERS

Offerors shall submit three (3) copies (1 original, 2 copies) of their sealed Offer no later than the date and time indicated in Section 1.2, Significant Dates, to:

The Judiciary, State of Hawaii  
Financial Services Division  
Attention: Jonathan Wong  
1111 Alakea Street, 6th Floor  
Honolulu, HI 96813 -2807

**PROPOSALS RECEIVED AFTER THE DATE AND TIME SPECIFIED SHALL NOT BE ACCEPTED AND SHALL BE RETURNED TO THE VENDOR UNOPENED.**

### 3.7 OFFEROR QUALIFICATION

- 3.7.1 Experience: At the time of offer and throughout the contract period, offeror shall have an established place of business located in Hawaii and be fully qualified to provide the stated services on the installed Lotus Notes collaboration or Tivoli Backup server infrastructure. Offeror and subcontractors shall have a minimum of three (3) years experience with installing, configuring, administering, maintaining, and monitoring the same type of servers and software described in this RFP.
- 3.7.2 References. Offeror shall indicate on the Offer Form pages the names, addresses, telephone numbers, and contact persons of two (2) companies, preferably within the state of Hawaii, for which the Offeror has provided services for the servers and software listed in this RFP . All references must have been serviced within the past three (3) years. The Judiciary reserves the right to contact any of the listed companies to inquire about the Offeror's performance. The Judiciary reserves the right to reject the offer submitted by any offeror who has not maintained and/or installed the types of servers and software as specified in this RFP and performed services that is similar in nature to services required in this RFP or whose performance on other jobs for this type of service has been proven unsatisfactory. (See References section in OFFER FORM for further details.)
- 3.7.3 Local Representative. Offeror shall have and identify a local representative (in Hawaii) in order to qualify for award. Local representative must have an office location in the state of Hawaii, from where he/she conducts his/her business during normal working hours and from where he/she will be accessible for requests or system problems. Local representative shall be able to meet with the Judiciary and be available, accountable, and be responsible for the services on the Lotus Notes collaboration or Tivoli Backup server infrastructure as specified in this RFP for the duration of the contract period. Failure on the part of the Offeror to meet this requirement shall result in rejection of proposal.

**AWARD**

3.8.1 Method of Award. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary based on the evaluation criteria.

3.8.2. HRS Chapter 237 Tax Clearance requirement for award. Pursuant to §103D-328, HRS, prior to the execution of the contract, the successful Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate is valid for six (6) months from the most recent approval stamp date on the certificate and must be valid on the date received by the Judiciary.

The Contractor is required to submit a tax clearance certificate, not over two months old, with an original green certified copy stamp, upon completion of the contract.

The tax clearance certificate may be obtained from the following site:

<http://www.state.hi.us/tax/2006/a6.pdf> or by Fax/Mail at (808) 587-7522 or 1-800-222-7572.

3.8.3. HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to §103D-310(c), HRS, the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH SECTION 103D-310(c), HRS, Form LIR#27* which is available at <http://hawaii.gov/labor/forms/DCD-LIR27.pdf> or at the neighbor island DLIR District offices. The DLIR will return the form to the Offeror which in turn shall submit it to the Judiciary Contracts & Purchasing Office at 1111 Alakea Street, 6<sup>th</sup> Floor.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR. and not the Judiciary. However, the certificate shall be submitted to the Judiciary.

3.8.4. Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* issued by the Department of Commerce and Consumer Affairs, Business Registration Division (BREG). The Certificate is valid for six months from date of issue and must be valid on the date it is received by the Judiciary. A photocopy of the certificate is acceptable to the Judiciary.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at [www.BusinessRegistrations.com](http://www.BusinessRegistrations.com) . To register or to obtain the Certificate by phone, call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

- 3.8.5. Hawaii Compliance Express. Alternately, instead of separately applying for these certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCS provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of Chapter 103D-310(c), HRS, shall be accepted for **both contracting purposes and final payment**. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the sections previous to this one.
- 3.8.6. Timely Submission of all Certificates. The above certificates should be applied for and submitted to the Judiciary upon award of contract. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.
- 3.8.7. Insurance. The Contractor shall, at his own expense, procure and maintain in full force and effect throughout the term of the contract. The policy or policies of insurance maintained by Contractor shall provide the following limit and coverage:
1. Comprehensive General Liability Insurance (occurrence form) of \$2,000,000 combined single limit.
  2. Workers' Compensation, Temporary Disability, Unemployment Insurance, and Prepaid Health Care to cover all of his employees working in any capacity in executing the contract.

Such insurance policies shall include a proviso whereby the insurer shall notify the Judiciary's Financial Services Administrator in writing of any cancellation or change in provisions thirty (30) calendar days prior to the effective date of such cancellation or change. Furthermore, the policies shall name the Judiciary as additional insured.

Failure of the contractor to provide and keep in force such insurance shall be regarded as material default under this contract, entitling the Judiciary to exercise any or all of the remedies provided in this contract for a default of the contractor.

Prior to execution of the contract, the successful offeror shall provide proof of coverage of insurance requirements set forth under this section."

### 3.9 CONTRACT EXECUTION AND EXTENSION

- 3.9.1 Execution: Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract. Upon execution of the

contract, the Judiciary shall issue a Notice to Proceed, specifying the contract commencement date.

No work shall be undertaken by the Contractor prior to the commencement date specified on the Notice to Proceed. The Judiciary is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor arising prior to the official starting date.

- 3.9.2 Extension: If option to extend for an additional period is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract. Any contract extension must be executed by the Contractor no less than thirty (30) days prior to the scheduled date of termination, otherwise the requirement must be resolicited. All contract extensions are subject to the availability of funds.
- 3.9.3 **SAMPLE AGREEMENT:** A Sample Agreement is included as an attachment to the RFP, providing further contractual procedures regarding Statements of Work.

### **3.10 PERMITS, CERTIFICATES, AND LICENSES**

The Contractor shall obtain and pay for all permits, certificates, and licenses required and necessary for the performance of the work specified herein, shall post all notices required by law, and shall comply with all laws, ordinances, and regulations bearing on the conduct of work specified.

### **3.11 PRICING INFORMATION AND ADJUSTMENTS**

- 3.11. No price increase will be allowed during the initial one (1) year period of the contract. However, in the event of a general price decline, the Judiciary will be entitled to reductions given to similar customers.
- 3.11.2 Price escalation, if any, during the extended period shall not be more than five (5) percent for each of the previous years' contract price or is negotiated as set forth in the following provision:
- a. Rate increases that are approved for the same services provided to other government agencies may be negotiated with the Judiciary for consideration.

### **3.12 INVOICING**

Contractor shall submit, on a monthly basis, the original and three copies of the invoice to the Fiscal office at the address listed below:

The Judiciary, State of Hawaii  
Office of the Administrative Director  
Administration Fiscal Office  
1111 Alakea Street, 6<sup>th</sup> Floor  
Honolulu, Hawaii 96813

**3.13****PAYMENT**

Section 103-10, HRS, provides that the Judiciary shall have thirty (30) calendar days after receipt of invoice or satisfactory delivery of goods & services to make payment. For this reason, the Judiciary will reject any offer submitted with a condition requiring payment within a shorter period. Further, the Judiciary will reject any offer submitted with a condition requiring interest payments greater than that allowed by Section 103-10, HRS, as amended.

The Judiciary will not recognize any requirement established by the Offeror and communicated to the Judiciary after award of the contract which requires payment within a shorter period or interest payment not in conformance with statute.

**3.14****CONTRACT STAFFING REQUIREMENTS**

Personnel whose names and resumes are submitted in the offer shall not be removed from this project without prior approval of the Judiciary. Substitute or additional personnel shall not be used for this project until a resume is received and approved by the Judiciary.

Personnel changes that are not approved by the Judiciary may be grounds for contract termination. The Judiciary shall have the right, and the Contractor will comply with, any request to remove personnel from all work on this project effective immediately upon notification by the Judiciary.

(See also Section 5 in the Offer Form for additional staffing requirements.)

**3.15****TERMINATION FOR CAUSE**

If the Contractor:

1. Fails to begin the work or services under the contract within or by the time specified.
2. Fails to perform the work with sufficient workmen, equipment, or materials to insure prompt completion of the work.
3. Performs the work or services negligently, or neglects or refuses to remove materials or to perform anew, such work or services that may be rejected as unacceptable.
4. Discontinues the prosecution of the work or services.
5. Otherwise breaches any term of the contract.
6. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency.
7. Allows any final judgement to stand against him unsatisfied for a period of ten (10) days.
8. Makes an assignment for the benefit of creditors.



9. For any other cause whatsoever, fails to carry out the work or services in an acceptable manner, the Judiciary will give notice to the Contractor of such delay, neglect, or default. If the Contractor within a period of ten (10) days after the date of such notice, shall not proceed in accordance therewith, then the Judiciary will have full power and authorize, without violating the contract, to take the prosecution of the work or services out of the hands of the Contractor, and to use such methods are deemed necessary to complete the contract in an acceptable manner.

All costs and charges incurred by the Judiciary, together with the cost of completing the work or services under the contract, will be offset from any monies due or which would or might have become due to the Contractor had the Contractor completed the work under the contract. If such expense exceeds the sum which would have been payable under the contract, the Contractor shall be liable and shall pay to the Judiciary the amount of such excess within ten (10) days after demand therefore.

### **3.16 LIQUIDATED DAMAGES**

Failure to complete delivery of any item in the contract within the time proposed will cause damage to the Judiciary. The amounts of said damages being difficult, if not impossible to ascertain, shall be estimated, agreed upon and fixed at the sum of ONE HUNDRED DOLLARS (\$100.00) for each and every calendar day the vendor delays in completing any item of the contract after the required date of said completion. The total sum due for such delay, shall be deducted from any payments due or to become due to the vendor.

### **3.17 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS**

Contractors are hereby notified of the applicability of Section 11-205.5, HRS, which states that campaign contributions are prohibited from specified State or County government contractors during the term of the contract if the contractors are paid with funds appropriated by a legislative body.

### **3.18 INTERPRETATION OF PROVISIONS**

Notwithstanding any other provisions, if there is any doubt as to the interpretation of any of the provisions of this agreement, the interpretation given and made by the Officer-in-Charge with the approval of the Financial Services Administrator, or the interpretation made by the Financial Services Administrator, shall govern and control. In addition, the parties hereto agree that said Financial Services Administrator, shall have the sole power to decide and resolve matters which may come up in the future and which are not covered by this agreement.

### **3.19 CONFLICTS AND VARIATIONS**

In the event of any conflict or variation between the provisions of this document entitled Special Provisions and the General Conditions, the provisions of the document entitled Special Provisions shall control.

## **END OF SECTION THREE**

## SECTION FOUR - EVALUATION CRITERIA AND CONTRACTOR SELECTION

### 4.1 EVALUATION CRITERIA

Evaluation criteria and the associated points are listed below. Award, if any, will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the Judiciary based on the evaluation criteria in this section.

Each category will be assigned points. Total number of points used to score this proposal: **300 points**. The four categories are:

I.	Technical Capabilities	100 pts
II.	Added Value	50 pts
III.	Management of Contract and Subcontractors	50 pts
IV.	Proposed Pricing	100 pts

### 4.2 TECHNICAL CAPABILITIES - 100 POINTS

- A. Describe in detail your knowledge of and experience on the Lotus Notes collaboration and Tivoli Backup systems.
- B. Describe in detail your knowledge of and experience on the installation, configuration, maintenance and monitoring of the following. Include any documented procedures, processes or practices you have implemented to facilitate maintenance and monitoring. Note if these procedure, processes or practices were implemented on any mission critical systems, and list those mission critical systems:
  - 1. IBM x345 hardware and its components or equivalent server
  - 2. IBM 1733 hardware and its components or equivalent storage
  - 3. IBM 3583 tape library hardware and its components or equivalent tape library hardware
  - 4. IBM N3600 SAN
  - 5. IBM z9 BC with IFL enabled and z/VM
- C. Describe in detail your knowledge of and experience on the installation, configuration, administration, maintenance and monitoring of the following. Include any documented procedures, processes or practices you have implemented to facilitate maintenance and monitoring. Note if these procedure, processes or practices were implemented on any mission critical systems, and list those mission critical systems:
  - 1. Red Hat Linux operating system or equivalent operating system
  - 2. Windows 2000 Server SP4 operating system or equivalent operating system
  - 3. Windows 2003 Server operating system or equivalent operating system
  - 4. Tivoli Storage Manager Server and BAC and TDP clients or equivalent backup software

5. Lotus Notes email and collaboration Application Software
6. Vmware infrastructure and ESX system software
7. z/VM on IBM z9 with IFL

#### **4.3 ADDED VALUE - 50 POINTS**

- A. Describe in detail your knowledge of and experience with Lotus Notes email and Collaboration components.
- B. Describe in detail your knowledge of and experience with Tivoli Storage Manager.
- C. Describe in detail your certification and/or relationship with any of the vendors of the hardware or software that make up the Lotus Notes and Tivoli server infrastructure (i.e., IBM, McAfee, etc.).
- D. If any of the proposed Contractor Team members is a Certified trainer on any of the hardware or software that make up the Lotus Notes and Tivoli server infrastructure, list those members and their training certification.

#### **4.4 MANAGEMENT OF CONTRACT AND SUBCONTRACTORS - 50 POINTS**

- A. List the proposed Contract Team members and provide their role in the Contract and their qualifications to fulfill that role. Also note if they are employed by the contractor or whether they are subcontractors.
- B. Describe, in detail, how emergency service calls will be handled. Provide information on hierarchy of support (how calls can be escalated, what can be done if primary contact is unavailable, etc.) as well as when the Judiciary Project Lead can expect response and the kind of response the Judiciary Project Lead can expect. Be sure to distinguish between after hour calls and normal work hour calls.
- C. Describe, in detail, if the Contractor has a methodology, on how all work performed will be documented and logged for review by the Judiciary Project Lead and other ITCD staff. It may be necessary to track history of work, therefore, maintaining a log of work performed is necessary.
- D. Describe, in detail, the Contractor's methodology in managing changes and how it will be used in working on the Lotus Notes and Tivoli server infrastructure. Provide examples of where the Contractor has employed this methodology.

#### **4.5 PROPOSED PRICING - 100 POINTS**

Price Quotes shall be stated in SECTION FIVE - OFFER FORM of this RFP.

Lowest Total of Hourly Rates will be awarded 100 points. All other cost proposals will be awarded points as follows:

- a. Points allocated to higher-priced proposals must be equal to the lowest proposal price multiplied by the maximum points available for price, divided by the higher proposal price.

**END OF SECTION FOUR**

**SECTION FIVE- OFFER FORM**

**PROVIDE LOTUS NOTES AND TIVOLI BACKUP SYSTEM SUPPORT: ADMINISTRATION  
SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, AND  
TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII**

Offeror: \_\_\_\_\_

Honolulu, Hawaii

\_\_\_\_\_, 20\_\_\_\_

Financial Services Administrator  
The Judiciary, State of Hawaii  
Kauikaouli Hale  
1111 Alakea Street, 6th Floor  
Honolulu, Hawaii 96813

Dear Financial Services Administrator:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions dated February 2001 by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

The undersigned hereby proposes to PROVIDE LOTUS NOTES AND TIVOLI BACKUP SYSTEM SUPPORT: ADMINISTRATION SUPPORT, CONSULTATION, INSTALLATION, CONFIGURATION, MAINTENANCE, AND TRAINING SERVICES TO THE JUDICIARY, STATE OF HAWAII.

The undersigned represents: (Check ☒ one only)

☐ A **Hawaii Business** incorporated or organized under the State of Hawaii; **OR**

☐ A **Compliant Non-Hawaii business** not incorporated or organized under the laws of the State of Hawaii, but registered at the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division to do business in the State of Hawaii and has a separate branch or division in the State that is capable of fully performing under the contract.

State of incorporation \_\_\_\_\_

Offeror is:

☐ Sole Proprietor    ☐ Partnership    ☐ Corporation    ☐ Joint Venture

☐ Other \_\_\_\_\_

Federal I.D. No. \_\_\_\_\_

Hawaii General Excise Tax License I.D. No. \_\_\_\_\_

Payment address (other than street address below): \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Business address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

Date: \_\_\_\_\_

Respectfully submitted,

Phone No.: \_\_\_\_\_

(x) \_\_\_\_\_

Authorized (Original) Signature

Fax No.: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Name and Title (Please Type or Print)

\*

**Exact Legal Name of Company (Offeror)**

\* If Offeror is a "dba" or a "division" of a corporation, please furnish the exact legal name of the corporation under which the contract, if awarded, will be executed:

\_\_\_\_\_

## 5.1 WRITTEN PROPOSAL

In a separate attachment to this Offer Form and following the format and categories of SECTION FOUR - EVALUATION CRITERIA, please provide the requested information and written proposal as to how you will meet the requirements and the specifications of the contract to provide Lotus Notes and Tivoli Backup System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, and Training Services to the Judiciary, State of Hawaii

- |                  |                        |              |
|------------------|------------------------|--------------|
| I. Section 4.2   | Technical Capabilities | (100 Points) |
| II. Section 4.3  | Added Value            | (50 Points)  |
| III. Section 4.4 | Management of Contract | (50 Points)  |

(Note: Please refer to Section 3.4.1 of the Procedural Requirements attachment regarding designated confidential data.)

## 5.2 PRICE QUOTE:

The following offer is hereby submitted to provide Lotus Notes and Tivoli Backup System Support: Administration Support, Consultation, Installation, Configuration, Maintenance, and Training Services to the Judiciary, State of Hawaii. Prices shall include all applicable costs and taxes including the Hawaii General Excise Tax.

- |                 |                  |              |
|-----------------|------------------|--------------|
| IV. Section 4.5 | Proposed Pricing | (100 Points) |
|-----------------|------------------|--------------|

<u>Description</u>	(A) Hourly Rate - Normal Work Hours	(B) Hourly Rate - After Hours	(C) Total of Hourly Rates (A) + (B)
<b>Contractor Hourly Rates*</b>	\$	\$	\$

\*Contractor Hourly Rates specified above shall include all applicable taxes.

### 5.3 ADDITIONAL INFORMATION

#### 5.3.1 Contract Team

The Offeror certifies that the following is a complete list of all members of the Contract Team who will be engaged by the Offeror on the project to perform the nature and scope of work indicated. The Offeror further understands that only those listed shall be allowed to perform work on this project.

Provide the complete firm name, address and phone number of the joint or subcontractor. Any modification to this list, subsequent to the award of this contract must be approved by the Judiciary Project Lead.

Name	Address	Phone/Fax/ Email	Role/ Responsibility

#### 5.3.2 References

FAILURE TO COMPLETE ANY OF THE FOLLOWING ITEMS MAY RESULT IN THE DISQUALIFICATION OF THE SUBMITTED OFFER.

Names and addresses of companies, other than the Judiciary, for which the undersigned has furnished Network Consultation, Installation, and Maintenance services that is similar in nature and/or volume to services specified in the attached specifications. Refer to References section of the enclosed offer.

Company/Agency Name & Contact	Address	Phone/Fax/email

#### 5.3.3 Name and Address of Local Representative

Company Name & Contact	Address	Phone/Fax/email



Each Offeror and his personnel and subcontractors shall meet the experience qualifications as indicated in the Special Provisions of this Offer. Please have each technical consultant and representative who will be working on this project complete this form. Please explain fully and explicitly as possible to facilitate our evaluation of all individuals who will be working on this contract.

All individuals who will be working on-site or requiring access to Judiciary computer systems through this contract will have a security and background check done by the Judiciary.

## Technical Consultant and Representative Qualification/Security Form

Please indicate your role in this contract: \_\_\_\_\_

- ☐ Red Hat \_\_\_\_\_ Systems Administrator
- ☐ Windows 200\_ Systems Administrator
- ☐ Lotus Notes \_\_\_\_\_ Administrator
- ☐ Tivoli \_\_\_\_\_ Administrator
- ☐ \_\_\_\_\_ Technical Consultant

Your Full Name \_\_\_\_\_

Social Security Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Employer \_\_\_\_\_

Employer Business Address \_\_\_\_\_

Business Telephone Number \_\_\_\_\_

Business Fax Number \_\_\_\_\_

Residential Address - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Residential Telephone Number - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Date of Birth - *TO BE PROVIDED IF AWARDED THE CONTRACT.*

Number of years experience in the field as described in this RFP: \_\_\_\_\_

Names and Dates of previous employers for the last 5 years:

Dates \_\_\_\_\_ Employer \_\_\_\_\_

Dates \_\_\_\_\_ Employer \_\_\_\_\_

Dates \_\_\_\_\_ Employer \_\_\_\_\_

Describe in detail all related experiences and certifications as described in this RFP:

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## **SECTION SIX - ATTACHMENTS**

GENERAL CONDITIONS

PROCEDURAL REQUIREMENTS

PUBLICATION 1, INFORMATION ON HAWAII STATE TAXES

TAX CLEARANCE APPLICATION

CERTIFICATE OF COMPLIANCE

SAMPLE AGREEMENT